

RESOLUTION NO. 2017-17

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING JAFFER WELL DRILLING, A DIVISION OF A.C. SCHULTES OF FLORIDA, INC. FOR THE DEEPENING OF WELLS LOCATED AT WEST MASHTA DRIVE; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AN AGREEMENT CONSISTENT WITH AND SUBSTANTIALLY IN ACCORDANCE WITH THE PROPOSAL ATTACHED AS EXHIBIT “A”; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.07(b) of the Village Charter, the Village Council desires to authorize the expenditure of Village funds for a capital project consisting of the deepening of existing disposal wells and installation of improvements located in the public right-of-way for West Mashta Drive (the “Project”); and

WHEREAS, pursuant to a 2010 Invitation to Bid and contract, the Village has previously utilized the services of Jaffer Well Drilling, a Division of A.C. Schultes of Florida Inc. (“Jaffer”) for rehabilitation and improvements to its drainage wells, and the Village Council finds that pursuant to Section 2-85 of the Village Code of Ordinances, it is impractical to apply the competitive bidding procedures within the Village Code given that Jaffer has continuously provided services to the Village and is familiar with the Village’s drainage wells and surrounding conditions; and

WHEREAS, the Village Council desires to enter into an agreement with Jaffer for the Project, and authorizes the Village Manager to negotiate an agreement with Jaffer consistent with and substantially in accordance with the Proposal attached hereto as Exhibit “A,” and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL
OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Capital Project Authorized. That the capital project consisting of the deepening of existing wells and installation of improvements located in the public right-of-way for West Mashta Drive as described herein and in the Proposal attached hereto as Exhibit “A” is hereby approved and authorized, subject to the condition that the cost of the Project authorized herein shall not exceed \$67,300.

Section 3. Waiver of Competitive Bidding. That the Village Council hereby finds that, pursuant to Section 2-85 of the Village Code of Ordinances, it is impractical to apply the competitive bidding procedures within the Village Code, given that Jaffer has continuously provided services to the Village and is familiar with the Village’s drainage wells and surrounding conditions.

Section 4. Village Manager Authorized. That the Village Manager is hereby authorized to negotiate an agreement with Jaffer, consistent with and substantially in accordance with the Proposal attached hereto as Exhibit “A,” for the capital Project, subject to approval as to form, content, and legal sufficiency by the Village Attorney.

Section 5. Implementation. That the Village Manager is hereby authorized to take any and all action necessary to implement the intent and purpose of this Resolution.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 18th day of April, 2017.


MAYOR MAYRA PEÑA LINDSAY

ATTEST:


CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


VILLAGE ATTORNEY





Jaffer Well Drilling, a Division
of A. C. Schuites of Florida, Inc.
1451 SE 9th Court
Hialeah, FL 33010
Dade: 305/576-7363
Broward: 954/523-8669

PROPOSAL

www.jafferwells.com

Attn: Jose G. Lopez, P.E.		Fax: 305-365-7757	
Proposal Submitted To: Village of Key Biscayne, Dept of Public Works		Phone: 305-365-7581 © 786-351-2383	Date: 2/22/2017
Street: 88 West Mc Intyre Street, Suite 230		Job Name: Deepening Wells 3-A and 3-B	
City, State and Zip Code: Key Biscayne, FL 33149		Job Location: W. Mashta	
Architect:	Date of Plans:	City: Key Biscayne	EMAIL: jlopez@keybiscayne.fl.gov

We hereby submit specifications and estimates for:

DEEPENING OF TWO (2) DISPOSAL WELLS IN ACCORDANCE WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP") REQUIREMENTS AND SOUTH FLORIDA BUILDING CODE AS FOLLOWS:

TWO (2) - 18" DIAMETER DISPOSAL WELL DEEPENINGS @ \$30,000.00 (EA) UP TO 100 FEET (EACH).
TWO (2) - WELL GRATES / FINAL CUT OFF..... @ \$250.00 (EA)
MOT PERMIT FEES..... @ 1,800.00

TOTAL ESTIMATED PRICE.....\$67,300.00,

REQUIRED IF NOT PROVIDED BY DESIGN ENGINEER

DRILLING OF ONE (1) TEST HOLE TO A DEPTH AS REQUIRED PROVIDING FORMATION SAMPLES, WATER QUALITY SAMPLES, TO DETERMINE WHERE TO SET THE 18"DIA CASING. THIS WILL PROVIDE THE BEST CAPACITY FOR THE CITY.

PRICE INCLUDES: (1) ALL WELL CONSTRUCTION PERMIT FEES (AS MAY BE REQUIRED)
(2) SPECIFIC CAPACITY DRAWDOWN TEST CONCURRENT WITH WELL DEVELOPMENT
(3) WELDED GRATE OVER WELL HEAD
(4) CONTAINMENT OF DEVELOPMENT WATER
(5) DISPOSITION OF WELL CUTTINGS
(6) GROUTING BETWEEN EXISTING 24" WELL CASING AND NEW 18" WELL CASING

PRICE EXCLUDES:

STRUCTURE OVER WELL, LATERALS, LAYOUT, SURVEY, EXCAVATION, DEWATERING, GROUTING, PERMANENT RESTORATION AND/ OR REPAIR TO ANY LANDSCAPING, PAVEMENT, SIDEWALKS, CURBING, PAVERS AND/ OR STONE WORK, ETC., CONFINED SPACE ENTRY, AND PAYMENT/ PERFORMANCE BONDS (ADD 1 1/2%)

NOTES:

- (1) PERMIT PROCESS CAN TAKE FROM 6 TO 8 WEEKS
- (2) MINIMUM WELL CASING DEPTH WILL BE DETERMINED BY THE FLORIDA DEPARTMENT OF PROTECTION ("FDEP"). FINAL WELL DEPTH MAY EXCEED BASE CONTRACT DEPTH OF 100 FEET BASED UPON MINIMUM "FDEP" REQUIREMENTS AND/ OR OTHER SITE SPECIFIC CONDITIONS
- (4) FOR DELAYS BEYOND OUR CONTROL WHILE ON SITE, STANDBY TIME WILL BE CHARGED AT A RATE OF \$200.00 PER CREW HOUR
- (5) SITE MUST BE TRUCK ACCESSIBLE.
- (6) JAFFER REQUESTS A MINIMUM 48 HR NOTICE TO CUT WELL CASINGS AND INSTALL WELL GRATES, PRIOR TO THE INSTALLATION OF THE WELL BOX LIDS. LATERALS MUST BE PLUGGED AND BOX SEALED, WITH CUTOFF ELEVATION CLEARLY MARKED ON THE WELL CASINGS
- (7) JAFFER CANNOT GUARANTEE WELL CAPACITY

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

AS ABOVE dollars (\$ **AS ABOVE**)

Payment to be made as follows:

**PAYMENT IN FULL NET 30 DAYS
NO RETAINAGE**

INTEREST ACCRUES @ 1 1/2% MONTHLY ON UNPAID BALANCE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance

Authorized
Signature

Chuck DeLisi

Note: This proposal may be
withdrawn by us if not approved within **TEN** days.

Acceptance of Proposal -The above prices, specifications

and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.
Date of Acceptance: _____

Signature: _____
Signature: _____